

**TRANSMITTAL AND NOTICE OF APPROVAL OF  
STATE PLAN MATERIAL  
FOR: HEALTH CARE FINANCING ADMINISTRATION**

1. TRANSMITTAL NUMBER:

0 0 — 0 1 6

2. STATE:

Iowa

3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL  
SECURITY ACT (MEDICAID)

4. PROPOSED EFFECTIVE DATE

July 1, 2000

TO: REGIONAL ADMINISTRATOR  
HEALTH CARE FINANCING ADMINISTRATION  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

6. FEDERAL STATUTE/REGULATION CITATION:

42 CFR 431.615

7. FEDERAL BUDGET IMPACT:

a. FFY \_\_\_\_\_ \$ 340b. FFY \_\_\_\_\_ \$ 1,021

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

Supplement 18 to Attachment 4.16-A,  
pages 1 through 79. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION  
OR ATTACHMENT (If Applicable):Supplement 18 to Attachment 4.16-A,  
pages 1 through 7 (MS-99-29)

10. SUBJECT OF AMENDMENT:


Renewal of agreement with University of Iowa Hospitals for prevention of premature births

11. GOVERNOR'S REVIEW (Check One):

- ☒ GOVERNOR'S OFFICE REPORTED NO COMMENT  
☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED  
☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

☐ OTHER, AS SPECIFIED:

12. SIGNATURE OF STATE AGENCY OFFICIAL:



13. TYPED NAME:

Jessie K. Rasmussen

14. TITLE:

Director

15. DATE SUBMITTED:

August 9, 2000

16. RETURN TO:

Director  
Department of Human Services  
Hoover State Office Building, 5th Floor  
Des Moines, IA 50319-0114**FOR REGIONAL OFFICE USE ONLY**

17. DATE RECEIVED:

08/17/00

18. DATE APPROVED:

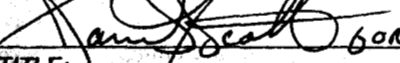
NOV 14 2000

**PLAN APPROVED - ONE COPY ATTACHED**

19. EFFECTIVE DATE OF APPROVED MATERIAL:

JUL 1 2000

20. SIGNATURE OF REGIONAL OFFICIAL:



21. TYPED NAME:

Thomas W. Lenz

22. TITLE:

ARA for Medicaid and State Operations

23. REMARKS:

cc:  
Rasmussen  
Headlee  
CO

SPA CONTROL

Date Submitted 08/09/00

Date Received 08/17/00

INTERAGENCY AGREEMENT  
BETWEEN THE  
IOWA DEPARTMENT OF HUMAN SERVICES  
AND  
UNIVERSITY OF IOWA HOSPITALS & CLINICS  
DEPARTMENT OF OBSTETRICS & GYNECOLOGY

July 1, 2000

through

June 30, 2001

TN No. MS-00-16  
Supersedes TN No. MS-99-29

Approval Date  
Effective Date

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JUL 1 2000

**IOWA DEPARTMENT OF HUMAN SERVICES**  
**Division of Medical Services**  
**and**  
**UNIVERSITY OF IOWA HOSPITALS AND CLINICS**  
**Department of Obstetrics and Gynecology**

**INTERAGENCY COOPERATIVE AGREEMENT**

This Agreement is between the Iowa Department of Human Services(DHS) and the Department of Obstetrics and Gynecology of the University of Iowa Hospitals and Clinics (U of I).

The term of the Agreement shall be July 1, 2000 to June 30, 2001.

I. Statement of Purpose

The purpose of this Agreement is to prevent a portion of premature births and the short and long term morbidity and mortality attendant thereto by the identification of potentially correctable factors through a comprehensive physical, radiographic and cervical evaluation carried out following early preterm birth (less than 35 weeks gestation) or late spontaneous abortion (second trimester).

A woman who delivers prematurely has been found in various studies to have a risk of 15-30 percent of preterm birth in a subsequent pregnancy, a rate three to six times that of the general population. Despite this association, few women who deliver prematurely are comprehensively evaluated to identify factors, which may decrease this risk in a subsequent pregnancy.

II. Responsibilities of Each Party

The U of I shall:

1. Identify and recruit project participants from within the University of Iowa Hospitals and Clinics and the private sector. Special attention, project information, and education of referral entities will be focused on obstetricians practicing at the Level II centers. Obstetricians practicing in Level II and III centers attend deliveries of women at less than 33-week gestation. They are educated regarding the availability of the service.
2. Target the population of women giving birth to singleton infants prior to 32 weeks gestation who deliver as a result of spontaneous labor with or without vaginal bleeding or ruptured membranes.

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3. Target the population of women who are low income, medically indigent, or unemployed.
4. Maintain contact with all potential participants so evaluations can be performed prior to subsequent pregnancies.
5. Assist the participants with transportation and associated costs.
6. Arrange the diagnostic testing and physical examinations, coordinate scheduling, and risk tracking.
7. Educate the participants about the risk factors contributing to premature birth and the results of the participant's physical assessment.
8. Communicate with the referring physician on the progress of the participants and evaluate and provide therapy recommendations prior to or during a subsequent pregnancy.
9. Maintain contact with participants to reinforce the health education and to encourage early and comprehensive prenatal care for subsequent pregnancies.
10. Account for the activities of staff providing Medicaid administration in accordance with the provision of OMB Circular A 87 and 45 CFR Part 74.
11. Provide the state matching funds for these administrative activities.
12. Provide DHS with a written cost allocation plan with the annual report.
13. Submit to DHS, on a quarterly basis, the expenditures for the previous quarter. These claims shall be submitted within thirty (30) days prior to the end of the quarter.
14. Maintain and make available appropriate documentation for expenditures and audit trail by retaining all appropriate records and documents for a period of not less than five years after the claim revision; or if an audit is in process, five years after completion of the audit.
15. Upon request, assist DHS in responding to any audit exception from HCFA.

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16. Submit to DHS an annual written report of program activities by August 31, 2000.

The DHS shall:

1. Establish the records necessary to fulfill the requirements of this Agreement.
2. DHS shall claim a federal match for the funds expended for the administrative activities and remit this match to the U of I subject to HCFA approval.

### III. COMPENSATION

The U of I will be paid for the services described in the Section IV a fee not to exceed \$26,832 (federal match) for the Agreement period. This shall be the total compensation paid to the U of I. The U of I shall not be eligible for any other compensation or benefits including, but not limited to, insurance, paid leave or retirement. The U of I will, *University Travel Policy* *6/20/00* *BAK* *✓* ~~however, be reimbursed, at the rates authorized by the Department of Revenue and Finance, for authorized expenses incurred in the course of traveling authorized by, and on behalf of the State.~~

The U of I shall submit an invoice to the Department for goods and services rendered. The invoices shall be submitted to the Department with appropriate *documentation* *termination* *BAK* *6/20/00* as necessary to support all charges included on the invoice. The State shall pay all approved invoices in arrears and in conformance with Iowa Code Section 421.40 and 701 IAC 201.1(2). The State may pay in less than 60 days, as provided in Iowa Code Section 421.40. Claims must be submitted to:

Sally Nadolsky  
Department of Human Services  
Hoover State Office Building  
Des Moines, IA 50319

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IV. BUDGET

	<u>Total</u>	<u>Non-Federal</u>	<u>Federal</u>
Administrator (.1 FTE)	25,232	12,616	12,616
Nurse Clinician (0.6 FTE)	36,246	4,940	31,306
Secretary (0.1 FTE)	3,564	1,782	1,782
Travel	5,700	2,850	2,850
Supplies-phone	<u>2,270</u>	<u>1,135</u>	<u>1,135</u>
Direct Costs	73,012	23,323	49,689
Indirect Costs	34,316 47%	30,341	3,975 8%
Total Program Costs -	<u>107,328</u>	<u>53,664</u>	<u>53,664</u>
Medicaid 50%			
Total Claimable Costs	\$53,664	\$26,832	\$26,832

V. LOBBYING RESTRICTIONS

The U of I shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with the requirements.

VI. CONTRACT PERSONS

The contact persons for this Agreement will be Sally Nadolsky of the Bureau of Health Care Purchasing and Quality Management, and Katherine Walden, University of Iowa.

VII. COMPLIANCE WITH EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION PROVISIONS.

The Contractor shall comply with all provisions of federal, state and local laws, rules and executive orders which apply to insure that no client, employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. The Contractor, if requested, shall provide state or federal agencies with appropriate reports as required to insure compliance with equal opportunity laws and regulations. The Contractor shall insure that its employees, agents and subcontractors comply with the provisions of this clause.

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VIII. TOBACCO SMOKE.

1. Public Law 103227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
2. Contractor certifies that it and its subcontractors will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

IX. GENERAL PROVISIONS

1. This Agreement may be amended in writing at any time by mutual agreement between DHS and U of I.
2. This Agreement may be terminated by either party by written notice of intent to terminate sixty (60) days in advance of desired termination date. In the event of such termination, U of I shall be reimbursed by DHS only for those allowable costs incurred or encumbered prior to the termination date.
3. In the event of unlawful, unauthorized or excess expenditures incurred by U of I in the performance of this Agreement, DHS shall terminate the agreement and U of I will be liable for these expenditures.
4. The performance by DHS of any of its obligations under this agreement shall be subject to and contingent upon the availability of federal and state funds lawfully applicable for such purposes. If DHS deems that funds lawfully applicable of this Agreement shall not be available at any time during the Agreement term, DHS may issue a termination notice at least thirty (30) days prior to the effective date that funds to continue this Agreement will no longer be available.

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The obligations of the parties hereto shall end as of the date specified in the termination notice, and the Agreement shall be considered canceled.

5. This Agreement constitutes the entire agreement between the parties. No condition, provision, agreement or understanding not stated in this Agreement shall affect any rights, duties or privileges in connection with this Agreement.
6. The DHS shall have the right to access, examine, monitor and audit all records, documents, conditions and activities related to this Agreement.
7. Should any disagreement arise between the DHS and the U of I on any provisions of this Agreement, the parties agree that the same shall be the subject of discussions between their two Directors in a good faith effort to achieve resolution.
8. Confidentiality-DHS shall comply with all applicable federal and state laws and regulations regarding maintaining confidentiality of all client records, and the information contained therein. DHS also agrees to obtain written consent from the client, provider, and/or other authorized representative, for the release of information to any individual or entity not associated with the administration of the program.
9. There are no third party beneficiaries to this agreement. This agreement is intended to benefit only the DHS and the U of I.

Brian Harvey  
Asst. VP for Research

Jessie K. Rasmussen, Director  
For and on Behalf of the  
Iowa Department of Human Services

For and on Behalf of the  
University of Iowa

By: Jessie K. Rasmussen

By: Brian Harvey

Date: 6-6-00

Date: 6-26-00

Frank J. Zlatnik, M.D.

By: F. J. Zlatnik

Date: 6/21/00

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